

**VITAC INCORPORATED - CLOSED CAPTIONING SERVICES MASTER AGREEMENT
MA-2017-01
FOR CLOSED CAPTIONING SERVICES
MASTER AGREEMENT USER INSTRUCTIONS**

These User Instructions are provided for the Closed Captioning Services Master Agreement with Vitac Corporation. The Judicial Council issued a Request for Proposal seeking vendors that could provide closed captioning services to the judicial branch. Any judicial branch entity that wants to use the master agreement must enter into a Participating Addendum with the vendor. Please carefully review these User Instructions.

Judicial Council Staff Contact Information:

Marissa Smith (for the trial courts)
Marissa.Smith@jud.ca.gov or 916-263-7949

Contracts@jud.ca.gov
JCC offices or appellate courts interested in using the master agreement should send an email to the JCC's contracts e-mailbox at Contracts@jud.ca.gov.

Name of the Contractor(s) and contact person information:

Vitac Corporation
Dave Battinieri, Vice President - Sales
Dave.Battinieri@vitac.com
267-822-7834

Services:

Full scale, real-time verbatim closed-captioning services

Entities eligible to procure under the Master Agreement:

California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center

Contract Number:

MA-2017-01

Contract Term

- *Effective Date: 7/1/2017*
- *Initial Term: 3 years*
- *Initial Term Expiration Date: 6/30/2020*
- *Options to Extend: 2 one-year options*
- *Final Expiration Date: 6/30/2022*

1. Process

Any court that orders goods and/or services under this Master Agreement must enter into a Participating Addendum and issue work orders or a purchase order to schedule the closed captioning services. Exhibit A, section 3 discusses the order process.

2. Participating Addendum

Each Participating Addendum is a separate, independent contract between the Contractor and the entity entering into the Participating Addendum, subject to the following:

- (i) Each Participating Addendum is governed by the Master Agreement, and the terms of the Master Agreement are incorporated into each Participating Addendum;
- (ii) a Participating Addendum may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the goods/services provided for in the Master Agreement; and
- (iii) the term of a Participating Addendum may not extend beyond the expiration date of the Agreement.

3. Create Purchase Order

After the Participating Addendum has been signed by the court and the vendor, the court should create a purchase order in the Phoenix system to place an actual order for the closed captioning services and to encumber the funds. The Header Text of the purchase order should include language such as “This purchase order is for the purpose of ordering closed captioning services against the Judicial Council Master Agreement No. MA-2017-01 and the Participating Addendum signed by the court on _____.” The purchase order must indicate the dates and times that the closed captioning services are required and any other pertinent details.

4. Miscellaneous Information

- (i) A copy of the master agreement is available at <http://www.courts.ca.gov/procurementservices.htm>.
- (ii) Please contact Marissa Smith if your court has issues or concerns that cannot be immediately or easily resolved.
- (iii) Courts will be notified when the options to extend are elected and/or when the master agreement is modified or amended. All amendments will be posted on the procurement website with the master agreement.

5. Contract Terms and Conditions

The court should review the entire contract and contact the Marissa Smith if there are any questions. Marissa can be reached at 916-263-7949 or Marissa.Smith@jud.ca.gov.

6. Compensation Provisions

See Appendix B – Payment Provisions and Attachment 3 – Pricing for pricing and invoicing details.

7. Description of Services

The following insert from Appendix A (Services) of the master agreement describes the services to be provided:

3.1 Description of Services. *As ordered by each JBE under a Participating Addendum, Contractor shall perform the following services (“Services”) for the JBEs.*

- A.** *Contractor to provide the JBEs with full scale, real-time verbatim closed-captioning services as further described herein (“Services”).*
- B.** *JBEs may elect, but are not required, to purchase Services under the Master Agreement. JBEs that elect to purchase Services under the Master Agreement will enter into a Participating Addendum, substantially in the form of the sample Participating Addendum provided in Appendix E.*
- C.** *Based on the terms and conditions of the Master Agreement, each Participating Addendum will set forth the specific services, deliverables, schedule, and any specific requirements (such as invoicing) for the individual JBE. Each Participating Addendum will constitute a separate independent contract between the Contractor and the JBE signing the Participating Addendum.*
- D.** *The Master Agreement will be nonexclusive. The JCC may have other agreements for the same or similar services, and each JBE reserves the right to provide or have others provide the same or similar services.*
- E.** *During the term of this Agreement, Contractor must provide an account manager to oversee the agreement, captioning requests, billing, and be responsive to any technical or customer service needs that arise. Contractor must be able to provide on-call technical support during live caption events; and program manager shall be available during conventional business hours, generally between 8:00 a.m. and 5:00 p.m. Pacific Time, Monday through Friday.*
- F.** *Contractor shall sign-in to live caption events at least 10 minutes prior to the scheduled starting time and shall stay on until its conclusion, even if it runs longer than the scheduled time.*
- G.** *Contractor must invoice according to specific assignments and Accounting Codes provided by any resulting Work Order or Purchase Order.*
- H.** *Captioning and transcripts must be a word-for-word representation of the project’s audio, even if they are grammatically incorrect or the speaker false starts or changes direction mid-sentence.*
 - 1) *The quality of captioning and unedited transcripts must not exceed an error rate of five percent (5%) for the duration of live real-time events.*
 - 2) *The quality of captioning and edited transcripts must not exceed an error rate of 0.1 percent (.1%) for pre-recorded projects.*
 - 3) *The accuracy of Captioning Services provided under this Master Agreement will be the sole responsibility of Contractor.*
 - 4) *Captioners must be able to capture normal conversation with the required 95% accuracy or better.*
 - 5) *Contractor may use Target Accuracy Score (TAR) to measure real-time captioning accuracy and quality, including hard errors (spelling mistakes and mistrokes) and soft errors (punctuation and grammar).*
 - 6) *When recorded audio is unavailable, Contractor may perform Readability Score (ARR) measures and evaluate the readability, effectiveness and missed words and improper punctuation for an event.*
 - 7) *Accuracy is calculated using the following formula:*
$$100 \text{ minus } \frac{\text{Total Errors} \times 100}{\text{Total Words Written}} = \text{Accuracy } \%$$
 - 8) *Contractor will produce captioning verbatim to the original dialogue as possible.*
 - 9) *Contractor’s quality control department will maintain accuracy reports and monitor Captioner quality on a routine basis. Reports will be prepared monthly for Captioners exceeding quality standards and weekly for Captioners hovering at or near quality standards.*

3.2 Description of Deliverables. *As ordered by each JBE under a Participating Addendum, Contractor shall deliver to the JBEs the following work products (“Deliverables”):*

- A.** *Captioning with Unedited Caption Transcript Files.*

Contractor will provide Captioning Services that come with unedited captioning transcript, inclusive of .smi and .docx (or equivalent) file types. Contractor will provide, at no additional charge, an unedited text transcript to the JBE to download directly to the computer and desktop immediately at the conclusion of after conclusion of live real-time events without additional steps or process. For any event where the transcript wasn't retrieved by the JBE, Contractor will place the transcript into a password protected Dropbox, a password protected FTP folder, or sent via email to the JBE contact of record. Unedited transcripts will be provided to the JBE, upon request, up to one (1) year after the date of the event at no additional cost.

B. Captioning with Edited Caption Transcript Files

- 1) Contractor will provide Captioning Services that come with edited caption transcripts, inclusive of .smi and .docx (or equivalent) file types. Contractor will provide edited caption transcripts in an accepted file format. Edited caption transcripts must be in the English language.
- 2) Contractor may be required to provide edited caption transcripts in Spanish, Vietnamese, Cantonese, Tagalog, and Mandarin, which must be in a required file format.
- 3) Edited caption transcripts and files must be completed and delivered to the JBE within five (5) business hours per hour of a live real-time captioning; or within one (1) Business Day per one hour of pre-recorded project work.

For example:

Five-hour live real-time captioning event:

5 hour event x 5 Business Days per hour/event = edited caption transcripts due to JBE in 25 Business Days

Ten-hour pre-recorded project:

10 hour pre-recorded project x 1 Business Day per hour/project = edited caption transcripts due to JBE in 10 Business Days.

- 4) All edited transcripts, inclusive of all file types and languages on the Work Order shall be provided to JBE, upon request, after the date of the event and for up to one (1) year at no additional cost.
- 5) Upon request, Contractor will produce edited caption transcripts from unedited caption transcripts for an additional fixed hourly rate, inclusive of .docx (or equivalent) file type. Requests for this post-event activity will be requested via Work Order and follow timeframes for pre-recorded work projects.

C. The caption transcripts, both edited and unedited, will be provided in the following professional formats:

- 1) .docx format or Microsoft Word manufacturer's current version and two previous versions, and
- 2) .smi.

D. The caption transcripts, both edited and unedited, will be available in the following professional formats:

- | | |
|-----------------|-----------------------------|
| 1) .srt format, | 5) .mov/.qt |
| 2) DV, | 6) .flv (Flash) |
| 3) DVCam, and | 7) .cc/.scc (DVD authoring) |
| 4) BetaCam Sp. | 8) DigiBeta |

The JBE Work Order will specify which file format will be required for the project. Caption transcripts file format, both edited and unedited, include both .docx and .smi or equivalent file formats. Caption transcripts, both edited and unedited, are available for an additional fee in multiple other formats and as provided in Appendix B, Payment Provisions.

E. Usage Tracking Reports: each JBE has a unique ordering access username and password for their projects. This allows for online caption scheduling, changes, deletions and event calendar review. Usage tracking will be provided in each month's invoice and will be available separately upon request. For Usage Tracking, Contractor will provide:

- 1) Number of Work Orders,

- 2) *Accounting or Billing Codes,*
 - 3) *Calendar year/fiscal year expenditures,*
 - 4) *Number of hours of captioned per event,*
 - 5) *Number of hours captioned over a period of time,*
 - 6) *Number of hours of captioning events and transcripts,*
 - 7) *Number of hours of Offline produced captioning for pre-recorded projects,*
 - 8) *Event name,*
 - 9) *Transcript is a keyword searchable report,*
 - 10) *Analytics of caption views and attendance when requested in advance.*
- F.** *Contractor will complete Work Orders within three (3) Business Days of a request via substantially complete Work Order. Both the Contractor and the JBE requesting the Service will strive to provide complete, accurate information and any technical assistance necessary to ensure Work Orders are fulfilled in a timely manner. Contractor will accommodate Work Orders submitted fewer than three (3) Business Days prior to the caption event date.*
- G.** *Transcripts are word-for-word representation of the event dialogue or recording.*
- H.** *Transcripts will be maintained by Contractor for five years or longer and there will be no charge to retrieve and provide the unedited captioning transcript at JBE's request.*
- I.** *Contractor may provide edited transcripts, time-coded caption files and transcripts from pre-recorded projects for any event. Edited transcripts can be provided in word (.docx) format or other format as desired. Accuracy exceeds 99.9%.*
- J.** *Contractor may provide a time-coded caption files in .smi, .srt, .asc, .cc, .flv, .qt and other formats. The unedited time-coded captioner's transcript follows realtime captioning standard of exceeding 95% accuracy. Edited time-coded caption file accuracy exceeds 99.9% and time-stamps are within one second of the spoken dialogue.*